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9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11 SOUTHERN DIVISION

12  
13  
14 JOSHUA MASTERS,

15 Plaintiff,

16  
17 v.

18 RIVERSIDE ALPHA GROUP, INC.,

19 Defendant  
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Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

COUNT 1: Fair Debt Collection  
Practices Act, 15 USC 1692 et seq.

COUNT 2: Rosenthal Fair Debt  
Collection Practices Act, Cal. Civ.  
Code 1788 et seq.

COUNT 3: Violations of Telephone  
Consumer Protection Act

## **INTRODUCTION**

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5       1.     This is an action for damages brought by Joshua Masters  
6  
7     (hereinafter "Plaintiff"), an individual consumer, for violations by Riverside  
8     Alpha Group, Inc. (hereinafter "Defendant") of the Rosenthal Fair Debt  
9     Collection Practices Act, Cal Civ Code §1788, et seq. (hereinafter  
10    "RFDCPA") and the Fair Debt Collection Practices Act, 15 U.S.C. §1692,  
11    et seq. (hereinafter "FDCPA"), both of which prohibit debt collectors from  
12    engaging in abusive, deceptive, and unfair practices. Ancillary to the  
13    claims above, Plaintiff further alleges claims for Defendant's violations of  
14    the Telephone Consumer Protection Act., 47 U.S.C. §227, et seq,  
15    (hereinafter "TCPA").  
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19       2.     In Calif. Civil Code § 1788.1 (a)-(b), the California Legislature  
20    made the following findings and purpose in creating the Rosenthal Act:  
21

22               (1) The banking and credit system and grantors of credit to  
23    consumers are dependent upon the collection of just and owing  
24    debts. Unfair or deceptive collection practices undermine the  
25    public confidence which is essential to the continued  
26    functioning of the banking and credit system and sound  
27    extensions of credit to consumers.  
28

1  
2 (2) There is need to ensure that debt collectors and debtors  
3 exercise their responsibilities to another with fairness and  
4 honesty and due regard for the rights of the other.  
5 It is the purpose of this title to prohibit debt collectors from  
6 engaging in unfair or deceptive acts or practices in the  
7 collection of consumer debts and to require debtors to act fairly  
8 in entering into and honoring such debts, as specified in this  
9 title.

10  
11 3. In 15 U.S.C. 1692, the United States Congress made the  
12 following findings and purpose in creating the Fair Debt Collection  
13 Practices Act:  
14

15  
16 (a) There is abundant evidence of the use of abusive,  
17 deceptive, and unfair debt collection practices by many debt  
18 collectors. Abusive debt collection practices contribute to the  
19 number of personal bankruptcies, to marital instability, to the  
20 loss of jobs, and to invasions of individual privacy. ...

21  
22 (e) It is the purpose of this title to eliminate abusive debt  
23 collection practices by debt collectors, to insure that those debt  
24 collectors who refrain from using abusive debt collection  
25 practices are not competitively disadvantaged, and to promote  
26 consistent State action to protect consumers against debt  
27 collection abuses.  
28



## **PARTIES & DEFINITIONS**

1  
2 9. Plaintiff, Joshua Masters, is a natural person residing in  
3  
4 Orange County in the state of California.

5 10. Plaintiff, as a natural person allegedly obligated to pay a  
6  
7 consumer debt to Defendant, alleged to have been due and owing, is  
8  
9 therefore both a “consumer” as that term is defined by 15 U.S.C. §  
10  
11 1692a(3) of the FDCPA, and is also therefore a “debtor” as that term is  
12 defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

13 11. At all relevant times herein, Defendant, Riverside Alpha Group,  
14  
15 Inc., was a company engaged, by use of the mails and telephone, in the  
16  
17 business of collecting a debt from Plaintiff which qualifies as a “debt,” as  
18 defined by 15 U.S.C. §1692a(5), and a “consumer debt,” as defined by Cal  
19 Civ Code § 1788.2(f).

20 12. Defendant is a debt collection company that continuously and  
21  
22 systematically engages in its business of collecting debts in the state of  
23  
24 California, and using telephone numbers within California. Defendant is a  
25  
26 “debt collector” as that term is defined by 15 U.S.C. § 1692a(6) and Cal.  
27  
28 Civ. Code § 1788.2(c).

1           13. Defendant maintains a registered agent, Luis Vasquez, and  
2 may be served through their registered agent at 1820 E. Garry Ave, Ste  
3 108, Santa Ana, CA 92705.  
4

5           14. Upon information and belief, Defendant was attempting to  
6 collect on a debt that originated from monetary credit that was extended  
7 primarily for personal, family, or household purposes, and was therefore a  
8 “consumer credit transaction” within the meaning of Calif. Civil Code §  
9 1788.2(e) of the Rosenthal Act, as well as a “debt” as that term is defined  
10 by 15 U.S.C. § 1692a(5).  
11  
12

13           15. Because Plaintiff is a natural person allegedly obligated to pay  
14 money to Defendants arising from what Plaintiff is informed and believes  
15 was a consumer credit transaction, the money allegedly owed was a  
16 “consumer debt” within the meaning of California Civil Code § 1788.2(f) of  
17 the Rosenthal Act.  
18  
19

20           16. Plaintiff is informed and believes that Defendant is one who  
21 regularly collects or attempts to collect debts on behalf of themselves or  
22 others, and is therefore a “debt collector” within the meaning of Calif. Civil  
23 Code § 1788.2(c) of the Rosenthal Act, and thereby engages in “debt  
24 collection” within the meaning of California Civil Code § 1788.2(b) of the  
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1 Rosenthal Act, and is also therefore a "person" within the meaning of  
2 California Civil Code § 1788.2(g) of the Rosenthal Act.

3  
4 17. Defendant uses an "automatic telephone dialing system" as  
5 defined by the TCPA, 47 U.S.C. §227.  
6

7  
8 **FACTUAL ALLEGATIONS**

9 18. At various and multiple times prior to the filing of this complaint,  
10 including within the one year preceding the filing of this complaint,  
11 Defendant contacted Plaintiff in an attempt to collect an alleged  
12 outstanding debt.  
13  
14

15 19. On or about May, 2015, Defendant called Plaintiff on Plaintiff's  
16 cell phone regarding the alleged debt owed. During the call, an employee  
17 or agent of Defendant named Michael Carmello demanded payment on  
18 the alleged debt, provided a reference file number of 2482712, demanded  
19 that Plaintiff call them back immediately that same day, and advised that  
20 they were collecting on a \$6,000.00 debt from Kay Jewelers from 2008.  
21

22 20. In response to the May 2015 call, Plaintiff advised Defendant  
23 that he disputed the alleged debt owed, that he revoked any consent to  
24 contact by Defendant, that he was to never be called again by Defendant  
25 or anyone affiliated with Defendant any way ever again.  
26  
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1           21. On or about August 18, 2015, Defendant called again called  
2 Plaintiff on Plaintiff's cell phone and left a recorded message regarding the  
3 alleged debt owed. In the recorded message, an employee or agent of  
4 Defendant named Robert demanded payment on the alleged debt,  
5 provided a reference file number of 2482712, demanded that Plaintiff call  
6 them back immediately that same day, advising that they were suing  
7 Plaintiff on a \$6,000.00 debt from Kay Jewelers from 2008, that there was  
8 a scheduled court date on the matter, and indicating that if Plaintiff did not  
9 call them back the same day they would continue with the court case  
10 against him.  
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15           22. In response to the August 18, 2015 call, Plaintiff called  
16 Defendant and again advised Defendant that he disputed the alleged debt  
17 owed, that he revoked any consent to contact by Defendant, and that he  
18 was to never be called again by Defendant or anyone affiliated with  
19 Defendant any way. During this call, Plaintiff also advised that he was  
20 represented by an attorney, Ms. Antoinette Balta of the Veterans Legal  
21 Institute, provided Defendant with Ms. Balta's contact details to include her  
22 phone number, and indicated that all future communication should be  
23 directed to his attorney.  
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1           23. Defendant responded to Plaintiff's request that all contact be  
2 through his attorney by stating that he would continue his demands directly  
3 to Plaintiff, he would not communicate with Plaintiff's attorney, and further  
4 added that "America is a free country, and I'll talk with whoever I want".  
5 Defendant ended the call by advising Plaintiff that Defendant was suing  
6 him, there was a scheduled court date, and they would continue pursuing  
7 the case unless it was settled promptly.  
8

9           24. On or about August 18, 2015, Plaintiff's attorney, Ms.  
10 Antoinette Balta of the Veterans Legal Institute, called Defendant  
11 regarding the alleged debt owed. Ms. Balta advised that she was  
12 representing the Plaintiff, and that all communication needed to be through  
13 her. In response to Ms. Balta's request that all communication from  
14 Defendant be restricted to her, Defendant stated that they would continue  
15 their direct contact with the Plaintiff, and again added that "America is a  
16 free country, and [they'll] speak to whoever [they] want."  
17

18           25. During the call on August 18, 2015, between Ms. Balta and  
19 Defendant, Plaintiff's attorney requested meaningful information  
20 concerning the identity of the Defendant, specifically, their address.  
21 Defendant refused to provide meaningful information concerning their  
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1 identity, and would only provide a mailing address for payment to be made  
2 on the alleged debt.

3  
4 26. On 14 October 2015, at 10:34 A.M., Defendant called again  
5 called Plaintiff on Plaintiff's cell phone and left a recorded message  
6 regarding the alleged debt owed.  
7

8 27. During no phone contact between Defendant and Plaintiff, or  
9 Defendant and Plaintiff's attorney, was the disclosure provided by  
10 Defendant that the communication was an attempt to collect a debt, and  
11 any information gained would be used for that purpose.  
12

13 28. No written communication has ever been received by Plaintiff  
14 or Plaintiff's attorney concerning the alleged debt from Defendant.  
15

16 29. On information and belief, no written communication has ever  
17 been sent by the Defendant to Plaintiff or Plaintiff's attorney.  
18

19 30. The alleged debt is far past the statute of limitations for suit on  
20 an account, and Defendant cannot lawfully bring a civil lawsuit to collect on  
21 the alleged debt.  
22

23 31. No lawsuit has ever been filed by Defendant against Plaintiff on  
24 the alleged debt, and Defendant's statements that a suit had been filed,  
25 that there was a pending court case, and that there was a scheduled court  
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1 date related to the alleged debt was utterly and completely false and  
2 untrue.

3  
4 32. Defendant called Plaintiff concerning the alleged debt with  
5 such frequency and regularity that it constitutes harassment under the  
6 circumstances.

7  
8 33. On information and belief, Defendant used an “automatic  
9 telephone dialing system”, as defined by 47 U.S.C. § 227(a)(1), to place its  
10 repeated collection calls to Plaintiff seeking to collect the debt allegedly  
11 owed.

12  
13 34. Defendant’s calls constituted calls that were not for emergency  
14 purposes as defined by 47 U.S.C § 227(b)(1)(A).

15  
16 35. Defendant’s calls were placed to telephone number assigned  
17 to a cellular telephone service for which Plaintiff incurred a charge for  
18 incoming calls pursuant to 47 U.S.C. §227(b)(1).

19  
20 36. All or some of the voice messages made by Defendant to  
21 Plaintiff utilized a recording or “artificial or prerecorded voice” as defined by  
22 47 U.S.C. § 227(b)(1)(A).

23  
24 37. At the time of Defendant’s offending call(s) on August 18,  
25 2015, Plaintiff had directly revoked any and all consent to be contacted by  
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1 Defendant, including, but not limited to, calls using an automated  
2 telephone dialing system.

3  
4 38. Defendant's conduct violated the FDCPA and the RFDCPA in  
5 multiple ways, including but not limited to:

6 a. FDCPA § 1692c(a)(2)- Without the prior consent of the  
7 consumer given directly to the debt collector or the express  
8 permission of a court of competent jurisdiction, a debt collector  
9 may not communicate with a consumer in connection with the  
10 collection of any debt if the debt collector knows the consumer  
11 is represented by an attorney with respect to such debt and  
12 has knowledge of, or can readily ascertain, such attorney's  
13 name and address, unless the attorney fails to respond within a  
14 reasonable period of time to a communication from the debt  
15 collector or unless the attorney consents to direct  
16 communication with the consumer;  
17

18 b. FDCPA § 1692c(c)- If a consumer notifies a debt collector in  
19 writing that the consumer refuses to pay a debt or that the  
20 consumer wishes the debt collector to cease further  
21 communication with the consumer, the debt collector shall not  
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1 communicate further with the consumer with respect to such  
2 debt;

3  
4 c. FDCPA § 1692d(6)- A debt collector may not engage in any  
5 conduct the natural consequence of which is to harass,  
6 oppress, or abuse any person in connection with the collection  
7 of a debt. Without limiting the general application of the  
8 foregoing, the following conduct is a violation of this section:  
9 Except as provided in section 1692b of this title, the placement  
10 of telephone calls without meaningful disclosure of the caller's  
11 identity.  
12  
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14

15 d. FDCPA § 1692e(2)(A)- A debt collector may not use any false,  
16 deceptive, or misleading representation or means in  
17 connection with the collection of any debt. Without limiting the  
18 general application of the foregoing, the following conduct is a  
19 violation of this section: The false representation of the  
20 character, amount, or legal status of any debt; or  
21  
22

23 e. FDCPA § 1692e(5)- A debt collector may not use any false,  
24 deceptive, or misleading representation or means in  
25 connection with the collection of any debt. Without limiting the  
26 general application of the foregoing, the following conduct is a  
27  
28

1 violation of this section: The threat to take any action that  
2 cannot legally be taken or that is not intended to be taken.

3  
4 f. FDCPA § 1692e(10)- A debt collector may not use any false,  
5 deceptive, or misleading representation or means in  
6 connection with the collection of any debt. Without limiting the  
7 general application of the foregoing, the following conduct is a  
8 violation of this section: the use of a false representation or  
9 deceptive means to collect or attempt to collect any debt or to  
10 obtain information concerning a consumer.

11  
12  
13 g. FDCPA § 1692e(11)- A debt collector may not use any false,  
14 deceptive, or misleading representation or means in  
15 connection with the collection of any debt. Without limiting the  
16 general application of the foregoing, the following conduct is a  
17 violation of this section: the failure to disclose in the initial  
18 written communication with the consumer and, in addition, if  
19 the initial communication with the consumer is oral, in that  
20 initial oral communication, that the debt collector is attempting  
21 to collect a debt and that any information obtained will be used  
22 for that purpose, and the failure to disclose in subsequent  
23 communications that the communication is from a debt  
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1 collector, except that this paragraph shall not apply to a formal  
2 pleading made in connection with a legal action.

- 3
- 4 h. FDCPA § 1692g(a)(1)- Within five days after the initial  
5 communication with a consumer in connection with the  
6 collection of any debt, a debt collector shall, unless the  
7 following information is contained in the initial communication  
8 or the consumer has paid the debt, send the consumer a  
9 written notice containing the amount of the debt;  
10
- 11
- 12 i. FDCPA § 1692g(a)(2)- Within five days after the initial  
13 communication with a consumer in connection with the  
14 collection of any debt, a debt collector shall, unless the  
15 following information is contained in the initial communication  
16 or the consumer has paid the debt, send the consumer a  
17 written notice containing the name of the creditor to whom the  
18 debt is owed;  
19
- 20
- 21
- 22 j. FDCPA § 1692g(a)(3)- Within five days after the initial  
23 communication with a consumer in connection with the  
24 collection of any debt, a debt collector shall, unless the  
25 following information is contained in the initial communication  
26 or the consumer has paid the debt, send the consumer a  
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1 written notice containing a statement that unless the consumer,  
2 within thirty days after receipt of the notice, disputes the validity  
3 of the debt, or any portion thereof, the debt will be assumed to  
4 be valid by the debt collector;  
5

6 k. FDCPA § 1692g(a)(4)- Within five days after the initial  
7 communication with a consumer in connection with the  
8 collection of any debt, a debt collector shall, unless the  
9 following information is contained in the initial communication  
10 or the consumer has paid the debt, send the consumer a  
11 written notice containing a statement that if the consumer  
12 notifies the debt collector in writing within the thirty-day period  
13 that the debt, or any portion thereof, is disputed, the debt  
14 collector will obtain verification of the debt or a copy of a  
15 judgment against the consumer and a copy of such verification  
16 or judgment will be mailed to the consumer by the debt  
17 collector; and  
18

19 l. FDCPA § 1692g(a)(5)- Within five days after the initial  
20 communication with a consumer in connection with the  
21 collection of any debt, a debt collector shall, unless the  
22 following information is contained in the initial communication  
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1 or the consumer has paid the debt, send the consumer a  
2 written notice containing a statement that, upon the consumer's  
3 written request within the thirty-day period, the debt collector  
4 will provide the consumer with the name and address of the  
5 original creditor, if different from the current creditor.  
6

7  
8 m. FDCPA § 1692g(b)- If the consumer notifies the debt collector  
9 in writing within the thirty-day period described in subsection  
10 (a) of this section that the debt, or any portion thereof, is  
11 disputed, or that (he consumer requests the name and address  
12 of the original creditor, the debt collector shall cease collection  
13 of the debt, or any disputed portion thereof, until the debt  
14 collector obtains verification of the debt or a copy of a  
15 judgment, or the name and address of the original creditor, and  
16 a copy of such verification or judgment, or name and address  
17 of the original creditor, is mailed to the consumer by the debt  
18 collector.  
19

20  
21 n. Communicating, by telephone or in person, with Plaintiff with  
22 such frequency as to be unreasonable and to constitute a  
23 harassment to Plaintiff under the circumstances (Cal Civ Code  
24 §1788.11(e)).  
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1           53. As a result of Defendant's negligent violations of 47 U.S.C. §  
2 227 et seq.. Plaintiff is entitled an award of \$500.00 in statutory damages,  
3 for each and every violation, pursuant to 47 U.S.C § 227(b)(3)(B).  
4

5           54. The foregoing acts and omissions of Defendant constitute  
6 numerous and multiple knowing and/or willful violations of the TCPA,  
7 including but not limited to each and every one of the above cited  
8 provisions of 47 U.S.C. §227 et seq.  
9  
10

11           55. As a result of Defendant's knowing and/or willful violations of  
12 47 U.S.C. § 227 et seq.. Plaintiff is entitled an award of \$1,500.00 in  
13 statutory damages, for each and every violation, pursuant to 47 U.S.C. §  
14 227(b)(3)(B) and 47 U.S.C § 227(b)(3)(C).  
15

16           56. Plaintiff is entitled to and seek injunctive relief prohibiting such  
17 conduct in the future.  
18

19           57. Because of the Defendant's violations of the TCPA, Plaintiff is  
20 entitled to an award against Defendant as follows:  
21

- 22           a. As a result of Defendant's negligent violations of 47 U.S.C.  
23 §227(b)(1), Plaintiff is entitled to recover from Defendant \$500  
24 in statutory damages, for each and every violation, pursuant to  
25 47 U.S.C, 227(b)(3)(B);  
26  
27  
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1 b. As a result of Defendant's willful and/or knowing violations of  
2 47 U.S.C. §227(b)(1). Plaintiff is entitled to recover from  
3 Defendant treble damages, as provided by statute, up to  
4 \$1,500, for each and every violation, pursuant to 47 U.S.C.  
5 §227(b)(3)(B) and 47 U.S.C. §227(b)(3)(C).  
6  
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8  
9 **PRAYER FOR RELIEF**

10  
11 WHEREFORE, Plaintiff respectfully prays that judgment be entered  
12 against the Defendant as follows:  
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14  
15 **COUNT 1:**

16 **Fair Debt Collection Practices Act**

- 17 a) for an award of actual damages pursuant to 15 U.S.C. §  
18 1692k(a)(1) against Defendant and for Plaintiff;  
19  
20 b) for an award of statutory damages of \$1,000.00 pursuant to  
21 15 U.S.C. §1692k(a)(2)(A) against Defendant and for  
22 Plaintiff;  
23  
24 c) for an award of costs of litigation and reasonable attorney's  
25 fees pursuant to 15 U.S.C. § 1692k(a)(3) against Defendant  
26 and for Plaintiff;  
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28

1 d) and such further relief as the Court deems just and proper.

2  
3 **COUNT 2:**

4 **Rosenthal Fair Debt Collection Practices Act**

5  
6 a) For an award in favor of Plaintiff and against Defendant  
7 pursuant to the RFDCPA for Plaintiff's actual damages in an  
8 amount according to proof;

9  
10 b) For an award of statutory damages for willful and negligent  
11 violations of the RFDCPA in an amount not less than  
12 \$1,000.00;

13  
14 c) For an award of Plaintiff's costs incurred in this litigation  
15 pursuant to the RFDCPA;

16  
17 d) For an award of Plaintiff's reasonable attorney's fees  
18 pursuant to the RFDCPA;

19  
20 e) And such further relief as the Court deems just and proper.

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24 **COUNT 3:**

25 **Telephone Consumer Protection Act**

26  
27 a) For an award of Plaintiff's actual damages in an amount  
28 according to proof;

1           b) For an award of statutory damages of \$500.00 for each and  
2           every negligent violation of the TCPA provisions of 47  
3           U.S.C. §227(b)(1);  
4

5           c) For an award of statutory damages of \$1,500.00 for each  
6           and every willful or intentional violation of the TCPA  
7           provisions of 47 U.S.C. §227(b)(1);  
8

9           d) and such further relief as the Court deems just and proper.  
10  
11  
12

13 Dated this 16 November 2015.

14  
15           **M Jones and Associates, PC**  
16           Attorneys for Plaintiff

17           

18           \_\_\_\_\_  
19           Michael Jones  
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**JURY DEMAND**

Pursuant to the Seventh Amendment to the Constitution of the United States of America, and Fed.R.Civ.P. 38, Plaintiff is entitled to, and demands, a trial by jury.

Dated this 16 November 2015.

**M Jones and Associates, PC**  
Attorneys for Plaintiff



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Michael Jones



1 exhibit that may be attached hereto, except that some of the attached  
2 exhibits may contain some of my own handwritten notations.

3  
4 I declare under penalty of perjury that the foregoing is true and correct.

5 Executed on NOVEMBER 15, 2015  
6  
7 Month Day Year

8  
9  
10 Signature

11 JOSHUA S. MASTERS  
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